

# EXHIBIT A



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**December 13, 2024 19:51**

By: CLINTON E. PRESLAN 0080748

Confirmation Nbr. 3353619

MRI SOFTWARE LLC

CV 24 108791

vs.

OLIVER MCMILLAN

**Judge:** JOHN P. O'DONNELL

**Pages Filed:** 14

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

MRI Software LLC,  
28925 Fountain Parkway  
Solon, OH 44139

Plaintiff,

-vs-

Oliver McMillan  
600 West Broadway Ste. 800  
San Diego, CA 92101

*Serve Also*

Oliver McMillan  
c/o: 1505 Corporation  
Paracorp Incorporated  
2804 Gateway Oaks Dr. Ste 100  
Sacramento, CA 95833

Defendant,

Case No.

JUDGE:

**COMPLAINT**

*Now Comes* Plaintiff, MRI Software LLC, by and through counsel, and for its Complaint against Defendant, Oliver McMillan hereby states as follows:

**PARTIES, JURISDICTION and VENUE**

1. Plaintiff, MRI Software LLC (hereinafter “MRI”), is a Delaware limited liability company with its principal place of business in Solon, Ohio. MRI is an established provider of, *inter alia*, software solutions suited for real estate investment and management purposes.
2. Upon information and belief, Defendant, Oliver McMillan (hereinafter “McMillan”) is a California entity with its principal place of business in San Diego, California. Upon information and belief, McMillan is in the business of providing property management services.

3. This Court has personal jurisdiction over McMillan by virtue of McMillan's voluntary consent thereto under the contract for software services between McMillan and MRI. *See*, Exhibit "1,"<sup>1</sup> the Agreement (as defined *infra*), *Master Agreement*, section 10.15.
4. This Court, moreover, also has personal jurisdiction over McMillan as a result of McMillan's contacts within the State of Ohio.
5. Venue is proper in this Court under, *inter alia*, Ohio Civil Rules 3(B)(6), 3(B)(7), and 4.3(A)(1), and pursuant to contractual agreement, *see* Exhibit "1," *Master Agreement*, section 10.15.

### **FACTS**

6. On July 13, 2010, MRI and McMillan entered into a valid contract for software solutions and related services, which was to commence on the Effective Date of August 1, 2010. The contract consisted of several operative documents, including *inter alia*: (1) the Master Agreement; (2) a Perpetual Software License and Maintenance Schedule; (3) an Order Document Software License Confirmation and Maintenance Renewal; (4) an Amendment No. 1 with an effective date of April 1, 2011; (5) an Amendment No. 2 with an effective date of August 1, 2016; (6) an Amendment No. 3 with an effective date of March 1, 2017; and (7) an Amendment No. 4 with an effective date of December 1, 2020; (collectively known herein as the "Agreement.")
7. The Agreement, with all enumerated foregoing identified documents is annexed hereby and completely incorporated herein by reference.

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<sup>1</sup> Exhibit "1," the Agreement contains confidential commercial information. A true and accurate copy of the Agreement will therefore be filed under seal and in conformity with the pertinent Local Rules of Court and the applicable Rules of Civil Procedure.

8. Subject to the Agreement's terms and conditions and solely for McMillan's internal business purposes, MRI granted McMillan the right to use the MRI Software (hereinafter the "Software"). *See, Agreement, Perpetual Software License and Maintenance Schedule.*
9. In exchange for the right to use MRI's Software and MRI's services, McMillan, agreed, *inter alia*, to:
  - a. Pay MRI all amounts calculated according to the applicable Order Documents (*see Agreement, Master Agreement, Sec. 3.1, at ¶ 1-2*);
  - b. Pay MRI all invoiced amounts on or before the invoice due dates (*see Agreement, Master Agreement, Sec. 3.1 at ¶ 2*); and
  - c. Pay MRI all interest accrued on all past due amounts at the rate of 1.5% per month, until paid in full (*see Agreement, Master Agreement, Sec. 3.1, at ¶ 2*.)
10. The Agreement provides, in pertinent part, that:

If Client [*i.e.*, McMillan] fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. ...[I]f Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by MRI. [*Agreement, Master Agreement, Sec. 3.1, at ¶ 3.*]
11. The Initial Term of the Agreement was Seven (7) years. *See, Agreement, Order Document SAAS Services, effective July 1, 2012.* This was later amended to a subsequent five (5) year term effective March 1, 2017. *See, Agreement, Order Document Software License Confirmation and Maintenance Renewal.*
12. Subject to the Agreement's terms and conditions, the Agreement was not cancelable after the Order Document was signed by MRI and McMillan.

13. The Agreement is a fully integrated document that comprehensively memorializes the parties' collective understanding and intent with respect to its subject matter. *See Agreement, Master Agreement, Sec. 10.13.*
14. Before signing the Agreement, McMillan had the opportunity to review it.
15. Before signing the Agreement, McMillan had the opportunity to negotiate the terms of the Agreement.
16. On or about July 9, 2010, McMillan voluntarily signed the Agreement.
17. Having signed the Agreement, McMillan is charged with knowledge of its terms.
18. McMillan received invoices from MRI in conformity with the Agreement.
19. McMillan failed and refused to pay the invoices issued by MRI.
20. MRI notified McMillan of McMillan's failure to pay MRI according to the issued invoices.
21. McMillan failed to pay MRI according to the issued invoices after MRI notified McMillan of its unpaid outstanding balance.

**COUNT ONE: Breach of Contract**

22. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
23. The Agreement is an enforceable contract supported by valuable consideration exchanged by and between MRI and McMillan.
24. McMillan materially breached the Agreement by failing to discharge its payment obligations to MRI. *See, Invoices attached hereto and incorporated herein collectively as Exhibit "2."*
25. Despite demand for payment, McMillan has made no attempt to cure its breach of the Agreement and continues to carry an unpaid balance due.

26. The remaining fees due to MRI from McMillan for the remainder of the Term of the Agreement, inclusive of the accelerated amount (*See, Agreement, Master Agreement*, Sec. 3.1, at ¶3) total \$402,384.04.
27. To its detriment, MRI relied upon the anticipated revenue stream represented by the Agreement by incorporating said revenue into its future budgets and business plans.
28. Under the Agreement, MRI is entitled to “accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing.” And furthermore, McMillan is “responsible to pay any collection expenses (including attorneys’ fees) incurred by MRI.” Agreement, *Master Agreement*, sec. 3.1, at ¶3.
29. As a direct and proximate result of WF’s breach of contract, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than \$402,384.04 in principle, exclusive of applicable interest, costs, and attorneys’ fees, all of which continue to accrue until paid.

**COUNT TWO: Unjust Enrichment / Quantum Meruit**

30. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
31. To its detriment, MRI conferred a substantial benefit unto McMillan by providing it with, inter alia, access to the Software, Maintenance and Support services, and Professional Services.
32. To its detriment, MRI relied upon the anticipated receipt of payments from McMillan by incorporating the said anticipated payments into its future budgets and business plans.

33. McMillan's acceptance of the benefits of MRI's services without compensating MRI for their value would, under the circumstances, be inequitable.

34. As a direct and proximate result of McMillan's unjust enrichment, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than the value of the services that is provided to McMillan.

35. Absent an award of such relief, McMillan will continue to be unjustly enriched to MRI's detriment.

Wherefore, MRI Software LLC respectfully requests this Honorable Court award judgment on its Complaint against Oliver McMillan as follows:

- A. On Count I, Judgment against Oliver McMillan, in the amount of \$402,384.04 for breach of contract; and
- B. On Count II alternatively to Count I, Judgment against Oliver McMillan, for unjust enrichment in the amount of \$402,384.04, and
- C. Pre Judgment Interest at the contract rate of 1.5% per month, 18% annually from December 28, 2023 on the principal amount of the judgment rendered in favor of MRI Software LLC; and, Post Judgment interest on the principal amount of the judgment at the contract rate of interest, 1.5% per month, 18% annually, and
- D. An award of reasonable attorney fees incurred in this matter; and
- E. Costs of this proceeding, and
- F. For such other relief that this Court deems appropriate.

Respectfully submitted,

/s/ Clinton E. Preslan  
Clinton E. Preslan (#0080748)  
Preslan Law, L.L.C.  
P.O. Box 16323  
Rocky River, Ohio 44116  
Telephone: 216-476-1155  
Facsimile: 216-912-0850  
E-mail: [cpreslan@preslanlaw.com](mailto:cpreslan@preslanlaw.com)

# **EXHIBIT 1**

*(Filed Separately Under Seal)*

# EXHIBIT 2

**MRI Software LLC**

28925 Fountain Pkwy

Solon, OH 44139

FEIN [REDACTED]

Tel 1 (800) 321-8770 | mrisoftware.com/us/

**INVOICE****Invoice To:****Oliver McMillan****Oliver McMillan**

733 8th Avenue

Suite 300

San Diego, CA 92101

United States

**Invoice Number:** USRM-583515**Client ID:** R237999**Invoice Date:** 10/31/2021**Due Date:** 02/28/2022**Opportunity ID:****P.O. Number:**

If you have questions about this invoice, please contact us by emailing [MRiAR@mrisoftware.com](mailto:MRiAR@mrisoftware.com). Please reference your Invoice Number USRM-583515 & Client ID R237999.

Period	Description	Memo	Qty	Price	Amount (USD)
2/28/2022 - 2/27/2023		Annual RAM Renewal	1	1,095.60	\$1,095.60
SUBTOTAL					\$1,095.60
SALES TAX					\$0.00
TOTAL					\$1,095.60

**Past Due Balances (USD) as of Invoice Date Above**

1-30	31-60	61-90	91-120	121+	Total Past Due
0.00	0.00	0.00	0.00	1,095.60	1,095.60

Please remit payment to **MRI SOFTWARE LLC****Details for Check Payment**

Payable to: MRI Software, LLC  
 Remit to: MRI Software, LLC  
 29596 Network Place  
 Chicago, IL 60673-1295  
 Fed ID: [REDACTED]

**For Electronic Payments**

Account Name: MRI Software LLC  
 Bank Name:  
 Account #:  
 Routing # for Wire:  
 Routing # for ACH:  
 Bank Address:



**MRI Software LLC**  
 MRI Software LLC  
 28925 Fountain Pkwy  
 Solon, OH 44139  
 Tel 1 (800) 321-8770 | [mrisoftware.com/us/](http://mrisoftware.com/us/)

**Client ID:** R237999  
**Client Name:** Oliver McMillan  
**Bill To Address:** Oliver McMillan  
 733 8th Avenue  
 San Diego CA 92101  
 United States

## INVOICE SUMMARY

**Invoice Number:** MRIUS1392149  
**Invoice Date:** April 30, 2023  
**Due Date:** August 01, 2023  
**Invoice Balance:** \$64,052.67

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2023 - July 31, 2024	Annual Property Management X Subscription Fee	13,336.56	13,336.56
August 01, 2023 - July 31, 2024	Annual Property Management X Maintenance Fee	48,801.99	48,801.99
August 01, 2023 - July 31, 2024	Annual Connect Suite SAAS Fee	1,914.12	1,914.12
SUBTOTAL			\$64,052.67
SALES TAX			\$0.00
TOTAL			\$64,052.67

Please remit below portion with your check payment

### USD

**Payment For:** R237999 - Oliver McMillan  
**Remit To:** MRI Software LLC  
 29596 Network Place  
 Chicago, IL 60673-1295  
 United States

### For Check Payments

**Invoice Number:** MRIUS1392149  
**Client ID:** R237999  
**Invoice Date:** April 30, 2023  
**Amount Due:** \$64,052.67  
**Due date:** August 01, 2023

### For Electronic Payments

**Account Name:** MRI Software LLC  
**Bank Name:**  
**Account #:**  
**Routing # for Wire:**  
**Routing # for ACH:**  
**Bank Address:**

For questions about this invoice or to provide remittance information, please email us at [MRIAR@mrisoftware.com](mailto:MRIAR@mrisoftware.com)



MRI Software LLC  
MRI Software LLC  
28925 Fountain Pkwy  
Solon, OH 44139  
Tel 1 (800) 321-8770 | [mrsoftware.com/us/](http://mrsoftware.com/us/)

Client ID: R237999  
Client Name: Oliver McMillan  
Bill To Address: Oliver McMillan  
733 8th Avenue  
San Diego CA 92101  
United States

## INVOICE SUMMARY

Invoice Number: MRIUS1273766  
Invoice Date: November 30, 2022  
Due Date: March 01, 2023  
Invoice Balance: \$1,270.92

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
March 01, 2023 - February 29, 2024	Annual Real Asset Management Maintenance Fee	1,270.92	1,270.92
SUBTOTAL			\$1,270.92
SALES TAX			\$0.00
TOTAL			\$1,270.92

Please remit below portion with your check payment

### USD

Payment For: R237999 - Oliver McMillan  
Remit To: MRI Software LLC  
29596 Network Place  
Chicago, IL 60673-1295  
United States

### For Check Payments

Invoice Number: MRIUS1273766  
Client ID: R237999  
Invoice Date: November 30, 2022  
Amount Due: \$1,270.92  
Due date: March 01, 2023

### For Electronic Payments

Account Name: MRI Software LLC  
Bank Name:  
Account #:  
Routing # for Wire:  
Routing # for ACH:  
Bank Address:

For questions about this invoice or to provide remittance information, please email us at [MRIAR@mrsoftware.com](mailto:MRIAR@mrsoftware.com)



MRI Software LLC  
MRI Software LLC  
28925 Fountain Pkwy  
Solon, OH 44139  
Tel 1 (800) 321-8770 | [mrsoftware.com/us/](http://mrsoftware.com/us/)

Client ID: R237999  
Client Name: Oliver McMillan  
Bill To Address: Oliver McMillan  
733 8th Avenue  
San Diego CA 92101  
United States

## INVOICE SUMMARY

Invoice Number: MRIUS1135380  
Invoice Date: April 29, 2022  
Due Date: July 28, 2022  
Invoice Balance: \$1,650.08  
Total Account Balance: \$56,313.44

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2022 - July 30, 2023	Annual Connect Suite Fees	1,650.08	1,650.08
SUBTOTAL			\$1,650.08
SALESTAX			\$0.00
TOTAL			\$1,650.08

Please remit below portion with your check payment

### USD

Payment For: R237999 - Oliver McMillan  
Remit To: MRI Software LLC  
29596 Network Place  
Chicago, IL 60673-1295  
United States

### For Check Payments

Invoice Number: MRIUS1135380  
Client ID: R237999  
Invoice Date: April 29, 2022  
Amount Due: \$1,650.08  
Due date: July 28, 2022

### For Electronic Payments

Account Name: MRI Software LLC  
Bank Name:  
Account #:  
Routing # for Wire:  
Routing # for ACH:  
Bank Address:

For questions about this invoice or to provide remittance information, please email us at [MRIAR@mrsoftware.com](mailto:MRIAR@mrsoftware.com)



**MRI Software LLC**  
 MRI Software LLC  
 28925 Fountain Pkwy  
 Solon, OH 44139  
 Tel 1 (800) 321-8770 | [mrsoftware.com/us/](http://mrsoftware.com/us/)

**Client ID:** R237999  
**Client Name:** Oliver McMillan  
**Bill To Address:** Oliver McMillan  
 733 8th Avenue  
 San Diego CA 92101  
 United States

## INVOICE SUMMARY

**Invoice Number:** MRIUS1133486  
**Invoice Date:** April 29, 2022  
**Due Date:** July 28, 2022  
**Invoice Balance:** \$53,567.76  
**Total Account Balance:** \$56,313.44

[Click here to view MRI's W-9](#)

[Click Here to Pay Now](#)

Period	Memo	Price	Amount (USD)
August 01, 2022 - July 30, 2023	Annual PMX Maintenance and Support Fees	42,070.68	42,070.68
August 01, 2022 - July 30, 2023	Annual PMX Subscription Fees	11,497.08	11,497.08
SUBTOTAL			\$53,567.76
SALES TAX			\$0.00
TOTAL			\$53,567.76

Please remit below portion with your check payment

### USD

**Payment For:** R237999 - Oliver McMillan  
**Remit To:** MRI Software LLC  
 29596 Network Place  
 Chicago, IL 60673-1295  
 United States

### For Check Payments

**Invoice Number:** MRIUS1133486  
**Client ID:** R237999  
**Invoice Date:** April 29, 2022  
**Amount Due:** \$53,567.76  
**Due date:** July 28, 2022

### For Electronic Payments

**Account Name:** MRI Software LLC  
**Bank Name:**  
**Account #:**  
**Routing # for Wire:**  
**Routing # for ACH:**  
**Bank Address:**

For questions about this invoice or to provide remittance information, please email us at [MRIAR@mrsoftware.com](mailto:MRIAR@mrsoftware.com)



# INVOICE

MRI SOFTWARE LLC  
28925 Fountain Parkway  
Solon, OH 44139  
1.800.321.8770  
FED ID: XXXXXXXXXX  
www.mrisoftware.com

DATE:  
INVOICE #: US-INVR237999  
Client ID: R237999  
PAYMENT TERMS: DUE UPON RECEIPT  
DUE DATE:  
PO#:

INVOICE TO:  
Oliver McMillan  
Attn: Claudio Perfil  
733 8th Avenue  
San Diego CA 92101  
United States

DESCRIPTION	AMOUNT (USD)
Balance of current outstanding PMX/Connect Suite invoices	\$ 119,270.51
Accelerated amount through 7/31/2027	\$ 270,608.48
Balance of current outstanding RAM invoices	\$ 2,366.50
Accelerated amount through 2/28/2029	\$ 10,138.55
REMIT TO: MRI SOFTWARE LLC 28925 Fountain Parkway Solon, OH 44139	
<b>TOTAL</b>	<b>\$ 402,384.04</b>

Make all checks payable to MRI SOFTWARE LLC

**THE COURT OF COMMON PLEAS, CIVIL DIVISION  
CUYAHOGA COUNTY, OHIO**

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

MRI SOFTWARE LLC

**Plaintiff**

V.

OLIVER MCMILLAN

**Defendant**

**CASE NO.** CV24108791

**JUDGE** JOHN P O'DONNELL

**SUMMONS**

SUMC CM

**Notice ID:** 55631773



From: MRI SOFTWARE LLC  
28925 FOUNTAIN PARKWAY  
OLON OH 44139

P1

Atty.: CLINTON E. PRESLAN  
P.O. BOX 16323  
ROCKY RIVER, OH 44116-0000

To: OLIVER MCMILLAN  
600 WEST BROADWAY STE. 800  
SAN DIEGO CA 92101

D1

**NOTICE TO THE DEFENDANT:**

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



**Nailah K. Byrd  
Clerk of Court of Common Pleas  
216-443-7950**

**Date Sent:** 12/17/2024

By   
**Deputy**




UNITED STATES  
POSTAL SERVICE™

Date Produced: 12/30/2024

CERTIFIED MAIL SOLUTIONS INC.:

The following is the delivery information for Certified Mail™/RRE item number 9314 8001 1300 3550 9358 62. Our records indicate that this item was delivered on 12/24/2024 at 08:57 a.m. in SAN DIEGO, CA 92101. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Printed Name	Cecile Stern

Address of Recipient :

Delivery Address	Jim Harrison
------------------	--------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.